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U.S. BANKINGATU + COURT MARY - LOG - TRERK

November 18, 2010

To The Honorable Bruce A. Markell, United States Bankruptcy Judge, The Debtors and their Counsel

Re: American Pacific Financial Corporation, Case No.: BK-S-10-27855-MKN

I am sending a copy of our Agreement with Mr. Polhill of American Pacific Financial Corporation showing that our Contractual Loan Agreement/Promissory Note of October 18, 2006 stated it was secured by Pledge of Collateral defined as: accounts receivable Café Valley Inc. along with a copy of Exhibit to Schedule F — Creditors Holding UNSECURED NON PRIORITY CLAIMS Case Number 10-27855.

We were under the impression our Note was SECURED by income from Café Valley. We wish to dispute the placement of our names on this Schedule.

Donald W. Kurtz

Caral Sthusser

Cc: McDonald Carano Wilson LLP

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Re. American Facet Elegental Comments	XHIBIT TO SCHEDULE F	LEF					Case Number 10-27865	£ Em	₽ ₩	1-27865
Kathleen M. Kherr	A 104 Kingston Street	Grand Terrace	ర	92913	4/8/2000	aton viosalminio	-	Ļ		19 402 RR
Knerr Trust %Maxine Knorr		Grand Terrace	5	92313	4/4/199	And Addison Pole	\dagger	╄	T	KR4 KOD BO
Kur N. Kner	Box 974	Menio Park	ర	94026-0074	4/2/1000	completon roth	+	╀	1	20 087 05
Kelli I. Koch	E. E. Ciffiside Trait.	Rimmock	2	88335-4679	126/1602	Ammianov note	╁	╀	1	9 200
Rodney & Jean Kpenig	Peachwood Piace	Riverside	3	80908	4/12/2002	and and and	-	╀	İ	00 cor 4
Kazuyuki Komoride	P5 Barton Road #200	Grand Terrace	ន	92313	3/21/1998	ryamlasov nele	+	╀		530 322 4D
Frieds June Kopp	F Kennedy Place	St. George	5	084790	8/22/1964	Dromissory note	r	╀		243 193 01
Lana M. Kosh	31 Layramore Court	Fontage	ঠ	92338-3541	324/1967	promissory note		1		279,146,12
Elganore D. Kropf	W. Ramona Court	Rigillo	క	92376	2/2/7/2001	promiseon/mate		Ļ		14,323 15
Carolyn Kuggel	6 Childrary Drive	Riverside	రే	92504	8/21/2002	promissory note		╄	<u> </u>	45,006,85
Kumar Pamily Tst	Piedmont Drive	Riverside	ð	82596	117201996	bromissory note	H	-	L	ACD ROK 15
Catherine Lersen	Grant Avenue #152	Ogden	5	1404	12/81/1999	pramitatory note				15 BY 1.72
Barry & Theresa Lasco	Barley Ridge Trall	Freeport	_	81022	4M3/2006	promissory: note	-	1		14,064,51
Martin & Berbare Lason	E. Flower Street	Glibert	¥	86286	12/30/1991	promissory riota		ļ		126,489:69
Gregory & Cynthia Lagos	J. Greenfield Drive	Freeport	≓,	61032	9057/2005:	promite ony hote		L		149,141,60
Judy R. Lasco	Sylvan Court	Freeport	11	61032	1/1/2006	promiseory hote		_		10,254.46
William & Beth Leach	Black Stallion Court	Zečulori	UN.	27967	2/25/2029	promissory note		-	-	66,986,22
Judy E. Leshy	Alhamota Street	Norda	ర	09976	1,007/8/3	epou.Loesiucid		-		49,987.67
James & Sera Ledfard	Island Road	Waleer	₽	ऌ29€3,	11/4/2005	promissory note	l	-		98.518.53
Bob and Eleine Linoble	₩. 5th	Weiser	9	83672	8/10/2004	promisetiny note		-		68,785,98
Harcid & Glorie Lindsey Tru:	8 Filbert Street	Fortens	ঠ	8238	12/1/2004	Bramasory nete	-	-		112,790,63
Harvey & Sybil Ung	Dorsett Street	Riverside	ঠ	85508	11/8/2001	promissory note:		L		100,898.8°t.
John & Phylis Lofgran	27th Street	Anacortes	×	98221	8/14/200 6	promissory note	-	Ļ		401,996,18
Carolyn Connof Loisel	Mission Twin Buttes Road	Green Valley	λŻ	90014	4/12/1989	promissory hote		L		194,166.84
A. Theodore Long Trust	E. 12th Street	Pacatonica	JI.	61063	7/14/2003	promissory note.		L		90,654,79
Robert & Trudy Long	Sinnissippi Road	Sterling	10	64601	1/1/14897	prohibitory note				475,537,18
Donald & Elsie Loos	W. 7th Street	Weiser	<u>0</u>	22909	7/80/2002	population role		H		637,987,41
Shane Losco	A. Pleasant	Freeport	=	61032	2/7/2003	promissory note		-		7,286.44
Vyvyan Low	nold Avenue	Reguling	₹	19610	1/23/1995,	aton ynosalmora		L		77,73 23
Marie Lucier Estate %Denis: Englis	Va Verde	Alta Lome	వ	107.10	QUEV1649	promission; note:		-		428,718.04
Catherine Ludwig	Shadid Drive	Colton	ð	M2224	2002()200	promisson note:				15,047,23
Debi MacVie	rts	Rediencia	5	\$\frac{1}{2}\text{\$2}\text{\$6}	Brt 5/2607	promissory note	-	-		19,166,68
William & Marilyn Manwerren	sarleston	invirie.	 5	02928	10/3 (4/1999	promissory note.	\mid	<u> </u>		106,220,96
Alberta Lou Manzo	S Clear Springe Orive	Le Minade	Ş	98900	5792002	promiseery note.		-		5K346,26
Bred & Sherylle Martin	Andyn Lane	Redlands	Ş	E7820	\$/23/2007	promissiony note		-		16,015:38
Steve & Deborat Martin	Brakehurst Drive	Release	Ž	21948	POGZIEWS	promissory note	-	 		38/375,75
Joshus Ingenial MDeborah Mar in	Biakehiuret Drive	Raleigh	2	27017	779/2007	premission, note	-	-		11,181,50
Seth Ingerpoll %Deborah Martin	Bilekehuret Orive	Releich	Š	27617	7/9/2/007	premissory note	-	L		11.474.64
Joan F. Martin Rev Tat	ining Street	Riveraide	న	92504	1/31/2006	promissiony hote		_		76,379.38
Luis Mes Judith Mas Taust	Ninth Street	Anahejin	ð	#2002	11/0/2004	promissory note.			1	96,409.50
Frederick & Darlene Mathews	5 Wilson Court	Soffpra	ర	95370	10/20/2003	promissory nate.				107,329.40
Margarita A. McCarley	J Naples Drive	Moreno Valley	CA	62557	593/2004	promissory note				49,247,96
Laef R. McClelan Jaggi	200 West	Smithfield	5	84335	\$\Z\\\2001	promissory note		\dashv		10,938,64
David R McClendon Estate	30x 70114	Point Richmond	5	94807-0114	9/17/1990	promission, note		긕	_	(58,577.25)

Case 100NTRACTUAD & DAN AGREEMENT/PROMISS 98:5 NO Fage 3 of 3

San Bernardino, California

In consideration of \$ 100,000.00, received this date, AMERICAN PACIFIC FINANCIAL CORPORATION ("Obligor"), a California corporation, promises to pay to: Donald W. Kurtz and Carol Kurtz, husband and wife as joint tenants ("Beneficiary"), resident(s) of the state of Oregon, the principal sum of One hundred thousand and no/100 Dollars, for the contract period beginning October 16, 2006* with interest from October 18, 2006* at 9.0% per annum, interest (chose a or (a) shall accrue and be payable with principal upon maturity, or $\underline{X}(b)$ be payable in the amount of $\frac{5750.00}{100}$ on the 16th day of each (month/quarter) during the contract. Said payments shall be payable to Lender or Designee at the following address:

> Donald & Carol Kurtz 402 NE Oakview Drive Estacada, Oregon 97023 Phone: 503-630-5758

The initial expiration of this Agreement shall be on October 18, 2008* at which time the entire unpaid balance of principal plus all accrued interest shall either, at Beneficiary's option, be due and payable in full in legal tender of the United States of America, or extended according to the provisions of the following paragraph.

EXTENSION/RENEWAL PROVISION: Beneficiary or Designee shall be notified in writing of the pending expiration date and of the interest rate AMERICAN PACIFIC FINANCIAL CORPORATION will pay upon extension of this agreement. Beneficiary or Designee shall within ten (10) days of the expiration date of this agreement or any previous extension thereof, notify AMERICAN PACIFIC FINANCIAL CORPORATION in writing of Beneficiary's intention to receive payment in accordance with its provisions. It is agreed, that if AMERICAN PACIFIC FINANCIAL CORPORATION does not receive said notice, it shall then automatically extend this agreement for a period of time equal to the last term. Said extended term shall bear interest on all unpaid principal and interest as per the provisions, terms and conditions of said notice.

It is agreed that AMERICAN PACIFIC FINANCIAL CORPORATION reserves the privilege to make principal payments in any amount, at any time without penalty with a pro-rata reduction of monthly payments.

At all times during the course of this Agreement, the security will be maintained by one or more of the following: TYPE OF SECURITY:

- (1) United States Currency
- (2) Funds held in trust in Banks, Thrift and Loan Associations or Savings and Loan Associations
- (3) Raw or product inventory
- (4) Accounts receivable
- (5) Equipment
- (6) Pledged notes and Deeds of Trust as defined in item #8
- (7) Pledged Real Property equity as defined in item #8

beneficiary has 30-day call on \$20,000 and may add principal at the same terms & rate

*interest to begin with receipt of funds

Whenever pledged collateral becomes in default, or whenever requested by AMERICAN PACIFIC FINANCIAL CORPORATION, Beneficiary agrees to release said pledged collateral to AMERICAN PACIFIC FINANCIAL CORPORATION and upon such release, Beneficiary shall select any one of these three options:

- (1) Receiving a principal reduction in this loan (in an amount equal to that pledged as security by the released collateral), or
- (2) Accepting substitute security, or
- (3) Directing that funds be held in trust, pending approval of replacement security by beneficiary.

AMERICAN PACIFIC FINANCIAL CORPORATION is hereby authorized and instructed to service all pledged collateral including the filing of all required notices and taking any prudent action necessary to preserve the equity of said collateral.

Unless otherwise agreed by the parties, all notes, Deeds of Trust and any pledged collateral, as referred to under item #8 above, is to be held in safekeeping by AMERICAN PACIFIC FINANCIAL CORPORATION and available for inspection to Beneficiary upon request.

The undersigned Beneficiary acknowledges receipt of this Promissory Note.

ACCEPTED AND APPROVED BY:

BENEFICIARY

AMERICAN PACIEIC PERANCIAL CORPORATION

Larry R. Polhill, President

DO NOT DESTROY THIS NOTE When paid, this note must be surrendered